

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
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<http://www.discoveringmontana.com/doa/gsd>

T.C. #: SPB05-1067D
AUTOMATED EXTERNAL DEFIBRILLATORS
This is a non-exclusive contract.

CONTRACT TERM	FROM	September 15, 2006	CONTRACT STATUS	NEW ()
	TO	March 14, 2007		RENEW (XX) 2nd 6-month renewal
VENDOR ADDRESS	Various – See Section 5.0		ORDER ADDRESS	
ATTN:	Various – See Section 5.0		ATTN:	
PHONE:	Various – See Section 5.0		PHONE:	
FAX:	Various – See Section 5.0		FAX:	
E-MAIL:	Various – See Section 5.0		E-MAIL:	

PRICES: Various – See Section 5.0

DELIVERY: 30 Days ARO

F.O.B.: Destination - Statewide

TERMS: Net 30 Days

REMARKS:

IFB No.:

SPB05-1067D

Bonny Belling, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://discoveringmontana.com/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number **MUST** appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 4/04

1.0 INTRODUCTION

This document establishes a contract between the State of Montana and the vendors listed in Section 5.0 for the purchase of Automated External Defibrillators (AED) for the period of September 15, 2006 through March 14, 2007, for use by the State of Montana, Department of Public Health and Human Services (DPHHS), with the possibility of purchase by political subdivisions statewide on a non-exclusive basis.

The State wishes to be able to offer the most choices possible to the organizations that will be receiving the AEDs, however the State must also be mindful of costs and its desire to place a maximum number of AEDs throughout the State. Reciprocal preference will not be applied to this purchase because federal funds are involved. (ARM 2.5.408.)

2.0 PRODUCT SPECIFICATIONS

2.1 AED Specifications ("Base Unit")

2.1.1 AEDs must be a unit approved by the Federal Drug Administration, US Dept of Health & Human Services

2.1.2 Must have Automatic Self Test function

2.1.3 Must be powered by and include disposable battery(s)

2.1.4 Must include a minimum of one set of defibrillation pads

2.2 Optional Specifications

2.2.1 Pediatric defibrillation capability

2.2.2 Event data download capability

2.2.3 Carrying case

2.2.4 Training mode module

3.0 CONTRACT PROVISIONS AND TERMS

3.1 Future Purchases

The State anticipates individual AED recipients may want to purchase additional units. Therefore, the original contracted prices shall remain in effect for one year and within the contractor's capacity to provide the units.

Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State, not to exceed two additional years, at the option of the State.

3.1.1 Price increases may be permitted at the time of contract renewal through a process of negotiation with the contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3.2 Cooperative Purchasing

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

3.3 Delivery

3.3.1 All ordered products are to be delivered within 30 days from the date of receipt of an order. Failure to meet the 30-day delivery schedule may result in cancellation of the order and/or this contract.

3.3.2 If the contractor is unable to meet the maximum delivery schedule of 30 days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.

3.3.3 Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.

3.3.4 Shipments shall all be F.O.B. destination.

3.4 Deleted

3.5 Consideration/Payments

3.5.1 In consideration for the products and services to be provided, the ordering agency will pay within 30 days of receipt of a properly executed invoice. The contractor will bill each agency directly for products and services provided.

3.5.2 The ordering agencies may withhold payments to the contractor if the contractor has not performed in accordance with this contract.

3.6 Term Contracting Reporting

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

3.7 Non-Exclusive Contract

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “Non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 PRICING

4.1 Contractor information and contract pricing is noted in Section 5.0, including a list of available AEDs which will be made available to the potential recipients.

4.2 Deleted

AUTOMATED EXTERNAL DEFIBRILLATORS

5.0 CONTRACT AWARDS – VENDORS LISTED IN ALPHABETICAL ORDER

Vendor	Brand/Model	Unit Price/ Discount	Extension Price for Units
AED Everywhere, Inc. David Robertson 15575 Peakview Avenue Centennial, CO 80016 (877) 751-5300 #802	Cardiac Science Powerheart G-3 #9300 E-201	\$1599 0-4 \$1500 4+	Pediatric Shock Pads \$75 Event Download Capability Data Card & Card Reader (included) Additional Battery \$295 Training Unit \$196 Carrying Case \$99
AED Everywhere, Inc. David Robertson 15575 Peakview Avenue Centennial, CO 80016 (877) 751-5300 #802	Cardiac Science Powerheart G-3 #9300 A-201	\$1599 0-4 \$1500 5+	Pediatric Shock Pads \$75 Event Download Capability Data Card & Card Reader (included) Additional Battery \$295 Training Unit \$196 Carrying Case \$99
AED Everywhere, Inc. David Robertson 15575 Peakview Avenue Centennial, CO 80016 (877) 751-5300 #802	Cardiac Science Powerheart G-3 #9300 P-201	\$2995 0-3 \$2950 4+	Pediatric Shock Pads \$75 Event Download Capability Data Card & Card Reader (included) Additional Battery \$295 Training Unit \$196 Carrying Case \$99
AED Everywhere, Inc. David Robertson 15575 Peakview Avenue Centennial, CO 80016 (877) 751-5300 #802	Cardiac Science Powerheart G-3 #9300 C-201	\$1250 0-4 \$1200 5+	Pediatric Shock Pads \$75 Event Download Capability Data Card & Card Reader (included) Additional Battery \$156 Training Unit \$196 Carrying Case \$99
BoundTree Medical 2587 Willow Wick Ct. Sandy, UT 84093 (800) 533-0523	HeartStart OnSite Phillips Defibrillator	\$989 1-39 \$979 40-80 \$950 81 +	Pediatric Shock Pads \$65.80 Event Download Capability Data Card & Card Reader \$265 software / \$700 for all Additional Battery \$92.85 Training Unit \$210
BoundTree Medical 2587 Willow Wick Ct. Sandy, UT 84093 (800) 533-0523	HeartStream ForeRunner 2 (FR2) with no ECG Defibrillator	\$1625 1-20 \$1606 21-40 \$1596 41 –80	Pediatric Shock Pads \$65.80 Event Download Capability Data Card & Card Reader \$265 software / \$700 for all Additional Battery \$92.85 Training Unit \$225

AUTOMATED EXTERNAL DEFIBRILLATORS

Vendor	Brand/Model	Unit Price/ Discount	Extension Price for Units
BoundTree Medical 2587 Willow Wick Court Sandy, UT 84093 (800) 533-0523	HeartStream ForeRunner 2 (FR2) with ECG Defibrillator	\$2022 1-20 \$2008 21-40 \$2008 41-80	Pediatric Shock Pads \$65.80 Event Download Capability Data Card & Card Reader \$265 software / \$700 for all Additional Battery \$92.85 Training Unit \$225
EMS Safety Services 1046 Calle Recodo K San Clemente, CA 92673 (800) 215-9555	Welch Allyn AED10	\$1205	Pediatric Shock Pads \$80 Event Download Capability Data Card & Card Reader \$90 Additional Battery \$100 Training Unit Case Included
Lifesavers Inc. #102 39 Plymouth Street Fairfield, NJ 07004 (866) 641-1200	Defibtech Lifeline AED DCF- 100	\$850	Pediatric Shock Pads \$80 Event Download Capability Data Card & Card Reader \$59 Additional Battery \$126.65 Training Unit \$299 Case \$40
Olson Enterprises Inc. Ken or Lisa Olson 4880 York Road Helena, MT 59602 (406) 475-3208	Phillips / HeartStart Onsite (HS1)	\$1198 1-4 \$1148 5-9 \$1098 10-25 \$ 978 26-75 \$ 948 76+	Pediatric Shock Pads \$85 Event Download Capability-Included in Base Unit Price Additional Battery \$130 Training Unit \$75 Case \$90
Olson Enterprises Inc. Ken or Lisa Olson 4880 York Road Helena, MT 59602 (406) 475-3208	Phillips / HeartStart FR2 without ECG	\$1995 1-4 \$1895 5-9 \$1795 10-25 \$1595 26-75 \$1575 76+	Pediatric Shock Pads \$85 Event Download Capability \$80 Additional Battery \$205 Training Unit \$295 Case \$100
Olson Enterprises Inc. Ken or Lisa Olson 4880 York Road Helena, MT 59602 (406) 475-3208	Phillips / HeartStart FR2 with ECG	\$2495 1-4 \$2395 5-9 \$2195 10-25 \$1995 26-75 \$1975 76+	Pediatric Shock Pads \$85 Event Download Capability \$80 Additional Battery \$205 Training Unit \$295 Case \$100
ZOLL Medical Corp. 269 Mill Road Chelmsford, MA 01824	ZOLL AED Plus Basic	\$989 1-49 \$889 50 +	Pediatric Shock Pads Included Event Download

AUTOMATED EXTERNAL DEFIBRILLATORS

Vendor	Brand/Model	Unit Price/ Discount	Extension Price for Units
(800) 348-9011 #9879			Capability Data Card & Card Reader Included Additional Battery \$60 Case Included
ZOLL Medical Corp. 269 Mill Road Chelmsford, MA 01824 (800) 348-9011 #9879	ZOLL AED Plus	\$1349 1-49 \$1299 50 +	Pediatric Shock Pads Included Event Download Capability Data Card & Card Reader Included Additional Battery \$60 Training Unit \$303.20 Case Included
ZOLL Medical Corp. 269 Mill Road Chelmsford, MA 01824 (800) 348-9011 #9879	ZOLL AED Pro	\$2876	Pediatric Shock Pads Included Event Download Capability Data Card & Card Reader Included Case Included